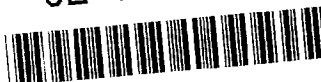


02-08-2005

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TR



102936228

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

JPMorgan Chase Bank, N.A.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State -
☒ Other Collateral Agent _____

Citizenship (see guidelines) _____

Execution Date(s) December 20, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: RCN Telecom Services, Inc.

Internal

Address: _____

Street Address: 105 Carnegie Center

City: Princeton

State: New Jersey

Country: USA Zip 08540

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Pennsylvania
☐ Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Meredith Schorr

Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip 10036

Phone Number: (212) 819-8753

Fax Number: (212) 354-8113

Email Address: trademarkdocket@whitecase.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Number _____

Expiration Date _____

b. Deposit Account Number 23-1705

Authorized User Name Meredith Schorr

9. Signature: _____

Signature

Date

Meredith Schorr

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

02/07/2005 ECDOPER 00000025 2491955

01 FC:8521
02 FC:8522

40.00 OP
425.00 OP

NEWYORK 4639372 (2K)

TRADEMARK
REEL: 003117 FRAME: 0103

Schedule A

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U.S. Trademark Registrations

Title	Registration Number
A NEW CHOICE IN PHONE, CABLE AND INTERNET SERVICE	2,491,955
EXPERIENCE THE SPEED	2,328,138
STARMAN LOGO (Misc. Design)	2,230,674
RCN	2,471,719
RCN & Design	2,360,973
RCN THE LIVE WIRE OF COMMUNICATIONS	2,403,440
RCN THE LIVE WIRE OF COMMUNICATIONS & DESIGN	2,389,379
STARVIEW	2,207,880
STOP COASTING IT'S TIME TO ACCELERATE	2,368,502
THE LIVE WIRE OF COMMUNICATIONS	2,429,065
YOUR PHONE. YOUR VIDEO. YOUR NETWORK	2,196,192
A BETTER CHOICE IN INTERNET SERVICE	2,583,930
ADVANTAGE YOU	2,652,606
MEGABAND	2,565,483
RCN ADVANTAGE YOU & Design	2,583,778
DIGITAL VISION	2,509,709
RCN STAR CINEMA	2,552,849
RESILINK	2,907,444

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2004, from JPMORGAN CHASE BANK, N.A. (as successor to The Chase Manhattan Bank), a national association, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to RCN TELECOM SERVICES, INC., a Pennsylvania corporation, ("Obligor") with its principal place of business located at 105 Carnegie Center, Princeton, NJ 08540.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of June 3, 1999, as amended, modified or supplemented from time to time, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 3, 1999, among the Agent and Obligor ("Security Agreement No. 1"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, Security Agreement No. 1 was recorded in the Trademark Division of the United States Patent and Trademark Office on January 18, 2002, at Reel 2426 and Frame 0861;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 3, 1999, among the Agent and Obligor ("Security Agreement No. 2"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, Security Agreement No. 2 was recorded in the Trademark Division of the United States Patent and Trademark Office on June 17, 1999, at Reel 1914 and Frame 0105;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 3, 1999, among the Agent and Obligor ("Security Agreement No. 3"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, Security Agreement No. 3 was recorded in the Trademark Division of the United States Patent and Trademark Office on January 18, 2002, at Reel 2426 and Frame 0800; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On this 20 day of Dec, 2004, before me personally appeared
Mary Ellen Egbert to me known who, being by me duly sworn, did depose and say that
he/she is a Managing Director of JPMorgan Chase Bank, N.A., described herein and
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by JPMorgan Chase Bank, N.A.

Jennifer A. Hergenreder
Notary Public

JENNIFER A. HERGENREDER
NOTARY PUBLIC, State of New York
No. 01HE6117800
Qualified in New York County
Commission Expires November 1, 2008

(Affix Seal Below)